

CITY OF LINCOLN/LANCASTER COUNTY

CONTRACT AWARD NOTIFICATION
SPECIFICATION NO.01-115
ANNUAL REQUIREMENTS FOR
TOWING AND STORAGE OF TOWED VEHICLES
FOR LANCASTER COUNTY SHERIFF

DATE: August 9, 2001

CONTRACT PERIOD: Sept.1,2001 thru Aug.31, 2005

CONTRACTOR: Lincoln Truck Repair, Inc.

dba LTR Towing
8000 Fletcher
Lincoln, NE 68507

PURCHASING DIVISION

K-STREET COMPLEX

440 SOUTH 8TH STREET

LINCOLN, NEBRASKA 68508

(402) 441-7410

Company Representative: Randy Korbelik

Telephone No.: 402/465-4567

FAX No.: 402/465-4694

THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

PER LANCASTER COUNTY CONTRACT DOCUMENTS

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

LANCASTER COUNTY AGREEMENT

TOWING SERVICES

THIS CONTRACT made and entered into on 7th day of Aug., 2001, and shall be effective on 1st day of September, 2001 by and between the LANCASTER COUNTY, NEBRASKA, hereinafter referred to as "the County" and Lincoln Truck Repair, Inc., dba LTR Towing, 8000 Fletcher, Lincoln, NE 68507 hereinafter referred to as "the Contractor".

WITNESS, that:

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work; and

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal in accordance with the terms of said advertisement; and

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals submitted in response to such advertisement, and as the result of such canvass has determined and declared the Contractor to be the lowest responsive, responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal, incorporated into this Contract.

1. **CONTRACT TERM:** For the period of four (4) years commencing 12:01 a.m., September 1, 2001 and ending 12:00 a.m., on August 31, 2005. The County, for and in consideration of the agreements of the Contractor hereinafter stated, agrees to direct and refer to the Contractor orders for the removal of vehicles from the streets or other property within the Lancaster County, Nebraska Limits, which may be ordered removed by any lawfully authorized agent of the County except when the owner or operator of the vehicle requests that another wrecker be called or such vehicles that have been released for removal from private property by the owners or custodians of such vehicles.
2. **PAYMENT OF FEES:** The Contractor shall charge directly to the owner or operator such fees for tow-in or storage of any vehicle in accordance with the schedule of rates contained in Paragraph 4 hereof entitled Schedule of Rates. It is understood by and between the parties hereto that the County is not responsible or liable for any charges made by the Contractor, and that the contractor must look solely to the owner or operator of the vehicle stored or towed for the recovery of any such charges. Contractor shall also be responsible for the promulgation of a system for securing the payment of its fees in disputed cases where such vehicle must be immediately released to the owner thereof. Further, the contracting firm shall investigate, arbitrate or adjust all loss and damage claims.

3. **AUCTION PROCESS:** County agrees to convey to Contractor abandoned vehicles having no current numbered plates affixed and having a value of \$250.00 or less (as per State of Nebraska Statute 60-1901 through 60-1911, "Abandoned Motor Vehicles") and County may convey to Contractor or provide a salvage title of vehicles not sold at public auction, except in those instances when the County chooses to retain such vehicles for its purposes, and such vehicles when towed from public property may be towed to Contractor's lot or such salvage yard as Contractor arranged. Such vehicles will be held a minimum of five (5) working days before disposition, unless the owner provides Lancaster County with a written waiver. The County further agrees to convey to Contractor for disposition, all those wrecked, junked, or partially dismantled vehicles towed from private property upon which releases have been obtained from owners or custodians. Public auction of unclaimed vehicles will be held on the approved impound lot, and will be conducted by personnel of the Lancaster County Sheriff's Office or their designate and shall be held upon request to the Contractor by the Sheriff's Office. Contractor shall clean and prepare vehicles for auction. The Lancaster County Sheriff shall provide one person to assist in the inventory of unclaimed vehicles for sale. Contractor shall be paid accrued towing/storage fees on vehicles sale at public auction.
4. **SCHEDULE OF RATES:** Two (2) rate schedules shall have been offered; one for small vehicles and one for oversized. Rates are for ALL tows ordered by the County Sheriff.

SCHEDULE OF RATES:

	PRICE BID
4.1 TOW-IN:	
SMALL VEHICLES	
4.1.1 Passenger cars, small trucks (licensed four (4) tons or less ad trailers other than semi/house-trailers):	<u>\$ 45.00</u>
(a) Motorcycles:	<u>\$ 45.00</u>
(b) Other small vehicles:	<u>\$ 45.00</u>
OVERSIZED VEHICLES	
4.1.2 Oversized vehicles:	
(a) Straight Trucks (licensed over four (4) tons):	<u>\$ 110.00/hr.</u>
(b) Semi-tractor:	<u>\$ 125.00/hr.</u>
(c) Semi-trailer or House-trailer:	<u>\$ 125.00/hr.</u>
(d) Self-propelled campers or mobile homes:	<u>\$ 125.00/hr.</u>
(e) Buses:	<u>\$ 125.00/hr.</u>
NOTE: Hourly charge begins at the towing site & continues until tow is complete.	

4.2 ADDED FEES:

- 4.2.1 Added fee when winching is needed, not to exceed:
each \$35.00 (or fraction thereof) for use of winch.
- | | |
|---------------------|------------------|
| SMALL VEHICLES: | <u>\$ 35.00</u> |
| OVERSIZED VEHICLES: | <u>\$ 125.00</u> |
- 4.2.2 Added fee when mechanical work is deemed necessary by the Contractor to prevent further damage to vehicle or its contents, not to exceed:

each \$35/\$45 (or fraction thereof) for mechanical work.

SMALL VEHICLES:

\$ 35.00

OVERSIZED VEHICLES:

\$ 45.00

4.2.3 If it is necessary to employ additional equipment, such as dollies, to tow or move any vehicle, not to exceed:

\$ 25.00

4.2.4 Mileage to/from Lancaster County line for tows originating outside of Lancaster County:

\$ 1.10/mile

4.3 STORAGE: Storage rates shall not commence until after the expiration of 24 hours after towing of such vehicles.

4.3.1 Storage rates for passenger cars, trucks and other vehicles weighing four (4) tons and under:

4.3.1.1 Outside storage (per day or fraction thereof):

\$ 7.00

4.3.1.2 Inside storage (per day or fraction thereof):

\$ 10.00

4.3.2 Storage rates for Trucks weighing over four (4) tons shall not exceed the following daily rate:

4.3.2.1 Outside storage (per day or fraction thereof):

\$ 25.00

4.3.2.2 Inside storage (per day or fraction thereof):

\$ 25.00

4.3.3 Storage rates for semi-trailers and other oversized vehicles shall not exceed the following daily rate:

4.3.3.1 Outside storage (per day or fraction thereof):

\$ 40.00

4.3.3.2 Inside storage (per day or fraction thereof):

\$ 40.00

4.3.4 Storage of semi-trailers and other oversized vehicles may be at a place other than the Contractor's lot; provided said lot has been approved in advance by the Lancaster County Sheriff's Office. Approved sites: 8200 Fletcher, 8000 Fletcher, Lincoln, NE

4.3.5 Storage rates shall not apply where a vehicle is towed to a destination other than the Contractor's outside or inside storage area, or an approved lot as specified in the preceding paragraph (4.3.4).

4.3.6 Any vehicle or item stored as evidence at the request of the Lancaster County Sheriff's Office will not be charged a storage fee

5. EQUIPMENT REQUIREMENTS: The Contractor must keep and maintain at all times, at least five (5) power winch equipped tow trucks with modern approved safety devices, containing sufficient equipment at all times to comply with the towing demands of the City. All such trucks to be equipped with two-way radios. All power winch equipped tow trucks shall be equipped with a pan or scoop shovel, broom and receptacle for debris, a minimum 10-pound dry powder fire extinguisher, and a container filled with oil absorbent. The Contractor agrees to remove from the street all parts, glass, metal, dirt and debris, and to spread, remove

and dispose of all oil absorbent within all federal and state rules and regulations for all oil, gasoline or grease spots which are upon such street at the scene of an accident or collision from which the Contractor has been directed to remove a vehicle or vehicles.

- 5.1 Contractor shall keep and have all tow trucks and equipment available for inspection by the County Sheriff or authorized representative of the County upon notice.
6. **INSURANCE:** Contractor shall carry such insurance as described in the required insurance clause of the general specification for contract bidders of the Lancaster County and comply with all equal opportunity requirements contained in such specifications.
7. **IMPOUND FACILITY:** Contractor shall maintain an approved impound lot which has enough storage area which must be fenced, lighted and large enough to hold up to 100 vehicles and several semi with trailers. The approved impound lot must also have suitable space for inside storage large enough to store five (5) cars and/or trucks. Contractor shall segregate, maintain and reserve the outside and inside storage areas mentioned above for the exclusive storage of vehicles towed at the request of the County.
 - 7.1 Contractor shall inside store all vehicles which are of a body type, or the condition of which is such that inclement weather could result in damage thereto.
 - 7.2 Any vehicle stored outside shall have all vents and windows closed as a direct responsibility of the Contractor.
8. **RECORD KEEPING:** Contractor shall keep such records concerning vehicles sold as required by the Lancaster County Sheriff, and to furnish these records to the Sheriff on a monthly basis not later than the 10th day of the next succeeding month following the sale. These records must include an accounting of monies returned to private owners or to persons to whom the Contractor would have been bound to deliver the vehicle. Any records in connection with this contract shall be open for inspection by authorized representatives of the County.
9. **PERSONAL PROPERTY:** At the scene of an accident or collision or point of removal, Contractor shall inventory, or have Contractor's employee, representative or agent inventory all personal property in vehicles which the Contractor is directed to tow. Such inventory of personal property shall be made in triplicate, and shall be signed by party making the same. One copy thereof shall be maintained by the Contractor as a permanent record. One copy of the inventory shall be given to the owner of the vehicle towed, or to owner's agent or representative, or securely attached to the vehicle, and shall not be removed except by the owner or the owner's representative, and one copy retained by the County Sheriff's Office. The Contractor shall be solely responsible and liable to the owner for all personal property in vehicles towed under this agreement, and for such damage of whatever nature or kind arising from the towing of such vehicle.
 - 9.1 Contractor shall protect all personal property in towed vehicles. Upon disposition of any vehicle by legal sale or auction, Contractor shall turn over an inventory of, and all

personal property in such vehicle so disposed of to the Sheriff's Office. All personal property which is left in vehicles towed by the Contractor shall be its sole responsibility, and any claims for loss or damage thereto shall be adjusted by and between the Contractor and the owner thereof. In the event a vehicle is in such condition as to warrant inside storage and the owner is absent or unable to direct the Contractor to store the owner's vehicle in an inside storage area, then the Contractor may store the vehicle inside and charge inside storage rates accordingly.

10. RELEASE OF HOLD ORDER: When Sheriff's hold order exists, the vehicles shall not be released unless authorized by a duly accredited agent of the Lancaster County Sheriff. Such vehicles shall be towed to any location designated representative of the Sheriff's Office. Any inventory of personal property in such vehicle shall be under the direction of the officer in charge of said vehicle.

11. ON CALL HOURS: Contractor shall have operators or drivers on duty and subject to call from the County Sheriff's Office twenty-four (24) hours a day, seven (7) days a week. Contractor shall have sufficient personnel available during normal working hours, without exception, for the purpose of releasing held vehicles to the owners or their legal representatives.

11.1 Contractor shall allow and permit, at all reasonable times, the inspection of any vehicle stored or towed pursuant to any of the provisions hereof by the owner of such vehicle or by any person having authorization from such owner.

11.2 Below is the regular business hours available to the general public for transacting business with Contractor for release of impounded vehicles:

Monday - Friday:	<u>8:00 a.m.</u> to <u>6:00 p.m.</u>
Saturday:	<u>8:00 a.m.</u> to <u>12:00 p.m.</u>
Sunday:	<u>On call 24 hours</u>

11.3 The provisions available to the public for release of impounded vehicles during, non-business hours, and/or holidays: On call 24 hours

12. COMPLIANCE WITH LAW: Contractor shall at all times operate within the framework of all applicable ordinances, statutes, and laws whether local, state or federal.

13. BID SPECIFICATIONS: Contractor further agrees that the bid specifications attached hereto are made a part hereof as though fully set forth verbatim and are binding on the parties hereto. Incorporation herein of any part of the specification does not limit the application of such specification, but such specifications are intended to be complied with in their entirety.

12. **CANCELLATION:** It is further agreed by and between the parties hereto that either party may cancel this Agreement by giving the other party sixty (60) days written notice of the termination hereof, unless Contractor is found to be in substantial breach of his contract in which case such contract will immediately terminate in accordance with applicable law.

13 **INDEPENDENT CONTRACTOR:** It is agreed that the contractor shall not be considered an employee of the County for any purpose, but shall be an *Independent Contractor* for all purposes and *in all situations*.

13.1 As an independent contractor, the contractor shall be responsible for all required reporting and income and payments for taxes required by the Federal, State, or Local statutes including, but not limited to: payments required under the Federal Insurance Contribution Act, Income Tax, withholding and periodic payments of estimated taxes, and payments required under the Federal Unemployment Tax Act, and any applicable State and Local sales, use or income taxes.

13.2 Each party shall be responsible for its own negligence and the negligence of its employees.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day first above written.

EXECUTION BY LANCASTER COUNTY, NEBRASKA

CONTRACT APPROVED AS TO FORM:

COUNTY OF LANCASTER, NEBRASKA

Lancaster County Attorney

Chairperson, Board of Commissioners

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

AS5 (SEAL)
Secretary

Lincoln Truck Repair Inc.
Name of Corporation

8000 Fletcher
Address

By:
Duly Authorized Official

Manager
Legal Title of Official